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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**
10

11 VELVET MALONE, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 STONELEDGE FURNITURE, LLC;
ASHLEY FURNITURE INDUSTRIES,
16 INC., and DOES 1 through 100, inclusive,

17 Defendants.
18

Case No. 2:21-cv-00584-MCE-AC

**STIPULATED REQUEST FOR DISMISSAL
OF ACTION; ORDER**

19 Plaintiff Velvet Malone (“Plaintiff”) and Defendants Stoneledge Furniture,
20 LLC and Ashley Furniture Industries, Inc. (“Defendants”), acting through their
21 respective counsel of record, hereby stipulate as follows:

22 **WHEREAS**, on February 2, 2021, Plaintiff filed a Complaint for Damages
23 (the “Action”) in the Superior Court of the State of California for the County of
24 Sacramento;

25 **WHEREAS**, on March 29, 2021, Defendants filed a Notice of Removal of
26 the Action to this Court;
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28

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1 **WHEREAS**, on June 29, 2021, Defendants filed a motion to compel
2 arbitration, dismiss Plaintiff's putative class claims, and stay this action pending
3 arbitration (the "Motion");

4 **WHEREAS**, on September 28, 2021, the Court granted Defendants' Motion,
5 thereby dismissing Plaintiff's putative class claims, ordering Plaintiff's individual
6 claims to arbitration, and staying this action, including Plaintiff's representative
7 claim under the Labor Code Private Attorneys General Act ("PAGA") pending the
8 completion of arbitration;

9 **WHEREAS**, thereafter, the parties engaged in traditional discovery and other
10 litigation efforts toward developing and/or challenging the issues/allegations in the
11 Action;

12 **WHEREAS**, after consideration of the continued costs of litigation and
13 strengths and weaknesses of each party's position, the parties entered into an
14 agreement to settle the Action for Plaintiff, on an individual basis only. The parties'
15 settlement of the Action resolves all claims Plaintiff brought or could have
16 reasonably brought against Defendants on his own behalf, without purporting to
17 waive any claims or allegations for/of any other person (e.g., the State of California
18 and/or the allegedly aggrieved employees under PAGA). The settlement agreement
19 was fully executed by the parties as of April 26, 2022;

20 **WHEREAS**, according to the terms of the settlement agreement, Plaintiff
21 now respectfully requests the Court dismiss the lawsuit in its entirety. Plaintiff's
22 representative PAGA claim should be dismissed *without* prejudice and Plaintiff's
23 individual claims should be dismissed with prejudice. Pursuant to Federal Rule of
24 Civil Procedure, Rule 41(a)(2), when there is no counterclaim on file, the Court may
25 dismiss a civil action on such terms and conditions as it deems proper, without
26 approval by Defendants, although Defendants join in this request via this Stipulation;

27 **WHEREAS**, no motion for class certification has been filed, no notice of the
28 representative PAGA claim has been disseminated to allegedly aggrieved

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1 employees, and no other persons will be prejudiced in any way by the requested
2 dismissal. Moreover, no additional sums are being paid to Plaintiff or his counsel in
3 exchange for the dismissal of any other person(s)' claims;

4 **IT IS THEREFORE STIPULATED AND AGREED**, by and between the
5 parties hereto, through their attorneys of record, that Plaintiff shall dismiss the
6 Action and his individual claims therein with prejudice (consistent with the terms of
7 the executed settlement agreement), and that the representative PAGA claim in the
8 operative Complaint brought on behalf of the State of California and aggrieved
9 employees be dismissed *without* prejudice.

10 **IT IS SO STIPULATED.**

11
12 Dated: May 23, 2022 **COLE & VAN NOTE**

13
14 By: /s/ Scott Edward Cole_____
15 Scott Edward Cole, Esq.
16 Attorneys for Representative Plaintiff
17 _____

18 Dated: May 23, 2022 **MORGAN, LEWIS & BOCKIUS, LLP**


19
20
21 By: /s/ David J. Rashe_____
22 Barbara J. Miller, Esq.
23 David J. Rashe, Esq.
24 Attorneys for Defendants
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ORDER

The parties having so stipulated and good cause appearing, **IT IS HEREBY ORDERED** that, in accordance with the parties' settlement agreement, the Action and Plaintiff's individual claims therein be DISMISSED in its/their entirety with prejudice, and that the representative PAGA claim brought on behalf of the State of California and aggrieved employees be DISMISSED without prejudice. The Clerk of Court is directed to close the case.

IT IS SO ORDERED.

Dated: May 31, 2022


MORRISON C. ENGLAND, JR.
SENIOR UNITED STATES DISTRICT JUDGE

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